INDIANS — RIGHT OF UNITED STATES TO SUE TO CANCEL CONVEYANCES MADE BY INDIANS CONTRARY TO STATUTE. — The United States by its Attorney General brought suit to cancel certain conveyances, made by Indians, of lands allotted to them under a statute which provided that such lands should be inalienable. *Held*, that the United States has capacity to sue. *Heckman* v. *United States*, 32 Sup. Ct. 424. See NOTES, p. 733.

INJUNCTIONS — ACTS RESTRAINED — RETENTION OF PUBLIC OFFICE BY CLAIMANT ACQUIRING POSSESSION FORCIBLY. — A constitutional provision consolidating two municipalities provided that the old charter of one of them should govern, as far as applicable, until the adoption of a new charter. The supreme court held the latter, first invalid, and then valid. Between the two decisions, the plaintiff was elected assessor under the old charter. One month after the second decision, and while the plaintiff continued to act, the defendant, claiming to be assessor under the new charter, forcibly deprived the plaintiff of the rooms and books of the assessor. *Held*, that the plaintiff is entitled to an injunction against their retention by the defendant. *Arnold* v. *Hilts*, 121 Pac. 753 (Colo.).

Quo warranto is the appropriate remedy to try title to public office. *King* v. *Mayor of Colchester*, 2 T. R. 259. So, generally, such title cannot be determined in chancery proceedings. *People* v. *District Court*, 29 Colo. 277, 68 Pac. 224. However, on analogy to the jurisdiction of equity to enjoin a continuing trespass to tangible property, a claimant of an office should be subject to be enjoined from interfering with the one in possession of the office until the title has been tried at law. This is clearly true when the plaintiff is the *de jure* officer. *Poyntz* v. *Shackelford*, 107 Ky. 546, 54 S. W. 855. Similarly, if he is the *de facto* officer. *Seneca Nation of Indians* v. *Jimeson*, 62 N. Y. Misc. 91, 114 N. Y. Supp. 401. Or if the defendant is *primâ facie* not entitled to the office. *Hotchkiss* v. *Keck*, 86 Neb. 322, 125 N. W. 509. So, even though the court expresses no opinion as to the plaintiff's right to the office. *Rhodes* v. *Driver*, 69 Ark. 606, 65 S. W. 106. The court can make the injunction perpetual, if the rights of the parties are clear. *Elliott* v. *Burke*, 113 Ky. 479, 68 S. W. 445. An injunction will issue, though the plaintiff had previously ousted the defendant from possession. *Scott* v. *Sheehan*, 145 Cal. 691, 79 Pac. 353. But some courts, without determining the rights to the office, mandatorily enjoin, as in the principal case, a retention of possession which was taken by force. *Brady* v. *Sweetland*, 13 Kan. 41; *Blain* v. *Chippewa Circuit Judge*, 145 Mich. 59, 108 N. W. 440. This extension is not warranted by the analogy of trespass to tangible property and appears unnecessary under the circumstances of the principal case.

INSANE PERSONS — LIABILITY IN CONTRACT — RECOVERY OF MONEY ADVANCED TO LUNATIC. — A depositor became insane. The bank arranged with his son to continue the account and permit the son to draw checks as his father's agent. At the time of the lunatic's death, there was a considerable overdraft, which had been used to pay creditors for necessaries. *Held*, that the bank is subrogated to the interest-bearing claims of these creditors, although it cannot recover directly either the money loaned or compensation for services. *In re Beavan*, [1912] 1 Ch. 196. See NOTES, p. 725.

INTERSTATE COMMERCE — CONTROL BY CONGRESS — RELATION OF FEDERAL EMPLOYERS' LIABILITY ACT TO INTRASTATE COMMERCE. — The plaintiff's intestate, employed by the defendant to switch cars moving in interstate and intrastate commerce indiscriminately, was killed while moving an intrastate train. *Held*, that the plaintiff may recover under the federal Employers'

Liability Act. *Behrens* v. *Illinois Central R. Co.*, 192 Fed. 581 (Dist. Ct., E. D. La.).

The court feels that the fact that the usual and ordinary employment of the decedent included interstate commerce gave him a status of one engaged in interstate commerce and so kept him continuously under the protection of the federal act. Another court has said, however, that an employee might well be subject to the act while engaged in interstate but not while engaged in intrastate commerce. See *Colasurdo* v. *Central R. of New Jersey*, 180 Fed. 832, 837. The few cases under the act seem to rest its applicability upon the character of the work in which the employee was engaged when injured. *Zikos* v. *Oregon R. & Navigation Co.*, 179 Fed. 893; *Taylor* v. *Southern Ry. Co.*, 178 Fed. 380. The recent decision of the Supreme Court, in holding that it is not essential that the train doing the injury should be interstate, seems to look merely to the work of the injured employee. *Second Employers' Liability Cases*, 32 Sup. Ct. 169. The Act of 1906 was declared unconstitutional because it applied to intrastate employees. *Employers' Liability Cases*, 207 U. S. 463, 28 Sup. Ct. 141. The construction maintained in the principal case would bring the scope of the present act extremely close to that of its predecessor.

INTERSTATE COMMERCE — WHAT CONSTITUTES INTERSTATE COMMERCE — INTRASTATE JUNCTION RAILWAY HANDLING CARS FOR INTERSTATE SHIPMENT. — A short railway, wholly within a state, switched with its own motive power on through bills of lading interstate carload freight from one trunk line to another, and from the trunk lines to the consignee's sidings. The trunk lines paid the railway by the car. *Held*, that the railway is subject to the provisions of the Interstate Commerce Act. *United States ex rel. Attorney General* v. *Union Stockyard & Transit Co.*, 192 Fed. 330 (Commerce Ct.).

A shipment is interstate if the shipper intends a single consignment from one state to another. *Cutting* v. *Florida Ry. & Navigation Co.*, 46 Fed. 641. See 20 HARV. L. REV. 652. That one of the connecting carriers participating is wholly within one state does not relieve it from interstate obligations. *The Daniel Ball*, 10 Wall. (U. S.) 557; *Norfolk and Western R. Co.* v. *Pennsylvania*, 136 U. S. 114, 10 Sup. Ct. 958. This is true even though local bills of lading are issued for the shipment. *Houston Direct Navigation Co.* v. *Ins. Co. of North America*, 89 Tex. 1, 32 S. W. 889; *Texas & Pacific Ry. Co.* v. *Railroad Commission of Louisiana*, 183 Fed. 1005. But *cf. United States ex rel. Interstate Commerce Commission* v. *Chicago, etc. R. Co.*, 81 Fed. 783. Intrastate terminal companies handling interstate trains are within the act. *Southern Pacific Terminal Co.* v. *Interstate Commerce Commission*, 219 U. S. 498, 31 Sup. Ct. 279. Upon facts substantially similar to those in the principal case the federal Safety Appliance Act has been held applicable. *Union Stock Yards Co.* v. *United States*, 169 Fed. 404; *Belt Ry. Co.* v. *United States*, 168 Fed. 542. It has been suggested that that act is to be construed more broadly, because it regulates, not business, but mechanical instrumentalities with a view to the safety of workmen. See *United States* v. *Colorado & N. W. R. Co.*, 157 Fed. 321, 330. And before the amendment of 1906 the Commerce Act was thought to apply to a railroad within a state only when it handled interstate shipments under a common arrangement for continuous carriage. *United States* v. *Geddes*, 131 Fed. 452; *Cincinnati, etc. Ry. Co.* v. *Interstate Commerce Commission*, 162 U. S. 184, 16 Sup. Ct. 700. The amendment makes the two acts define interstate railroads in the same terms. The principal case gives them a similar scope.

PARTNERSHIP — RIGHTS, DUTIES, AND LIABILITIES OF PARTNERS INTER SE — RIGHT OF PARTNER TO MAINTAIN TROVER FOR UNAUTHORIZED SALE